

Battle Creek City Planning Commission

Staff report for February 24, 2010 meeting

To: Planning Commissioners

From: Christine M. Hilton, AICP, Planning Supervisor
Planning and Community Development Department

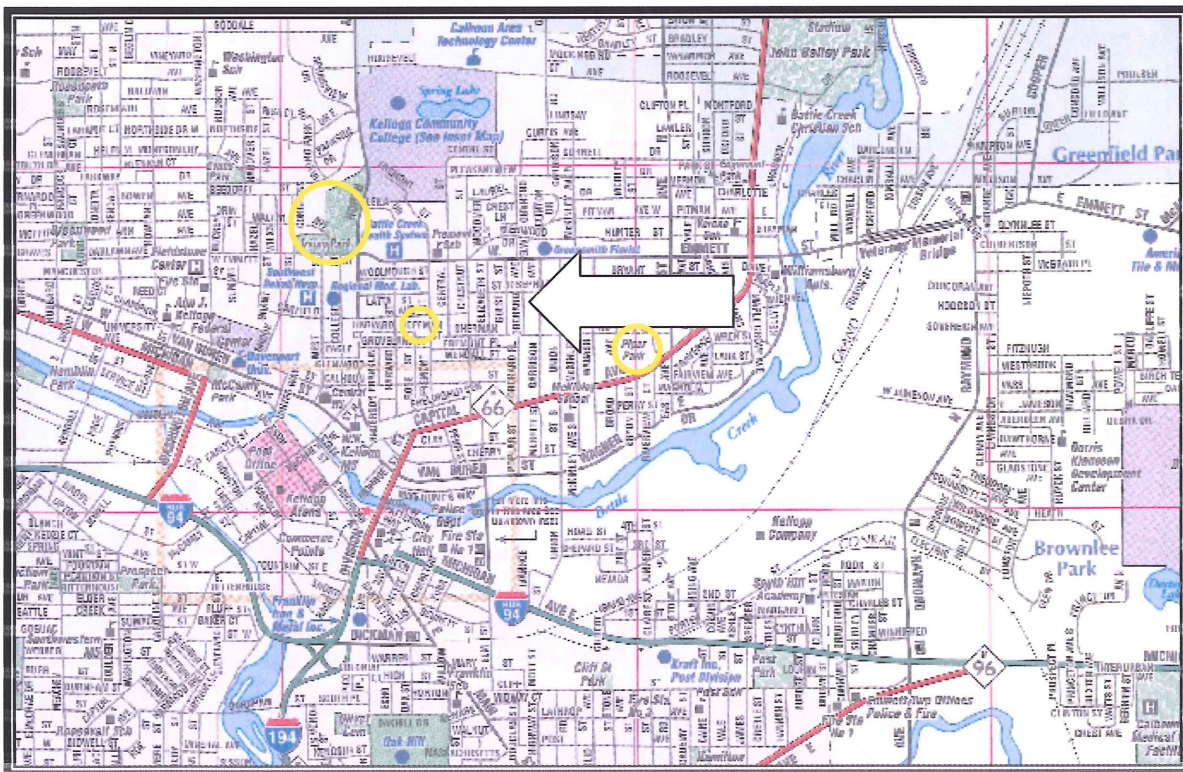
Subject: Petition S-03-10, a Special Use Permit request for Parcel #1670-00-139-1 (vacant parcel on Orchard Avenue)

Summary

Petition from Mr. Steven Raymond, 153 Orchard Avenue, Battle Creek, MI, 49017 requesting a Special Use Permit for a vacant parcel located on Orchard Avenue, Parcel #1670-00-139-0, for use as a Neighborhood Park as permitted under the Planning and Zoning Code, Chapter 1290, Section 1290.01(b)(14).

Background/Property Information

The subject site is located on the east side of Orchard Avenue, mid-block between Sherman Road and Saint Joseph Lane as indicated on the following vicinity map:



The subject property is 7,198 s.f. (.17 acre) in size with 60' frontage along Orchard Avenue, which is consistent with the typical size of parcels in the neighborhood. The zoning of the subject property as well as surrounding properties is R-1C Single Family Residential.

The neighborhood is a fairly dense single family neighborhood with well maintained homes built in the early 1900's. As seen on the above vicinity map in yellow, the nearest City park is Piper Park, which is .31 miles away. Other public parks in the area include Quaker Park (.32 miles from the subject parcel) and Irving Park (.60 miles from the subject parcel). Parcel #1670-00-139-1 appears to be the only vacant parcel in the general vicinity.



AERIAL PHOTOGRAPH OF NEIGHBORHOOD

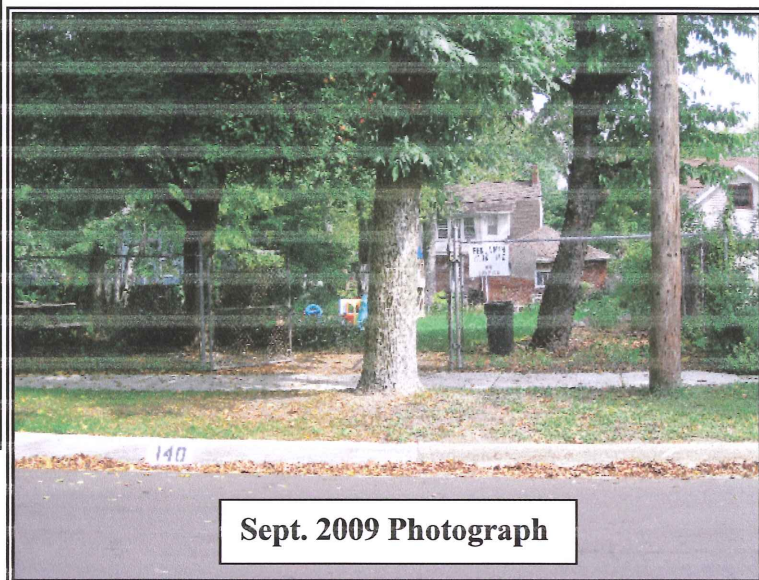
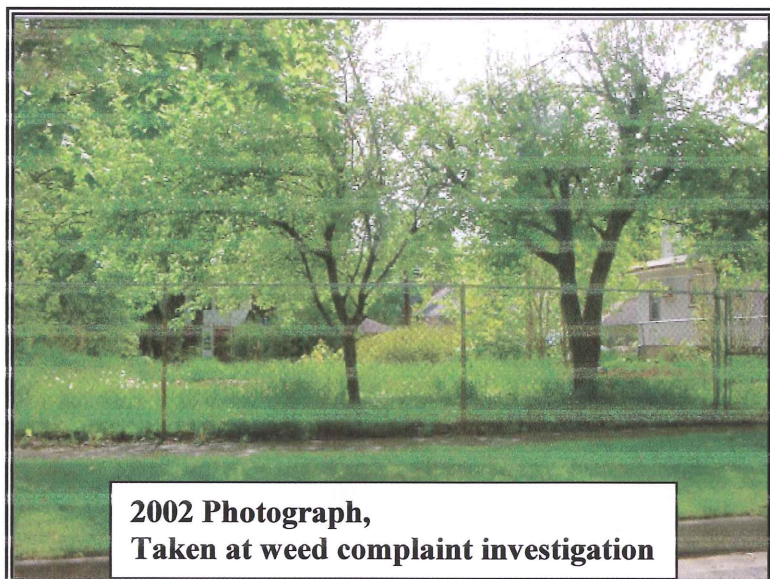
153 Orchard Avenue
Residence of Petitioner

Parcel #1670-00-139-1

Parcel #1670-00-139-1 is owned by Benjamin Park, LLC; the resident agent and petitioner for this request is Mr. Steve Raymond, who resides at 153 Orchard Avenue in the same block as the subject property. Mr. Raymond purchased the property in 2008 for use as a neighborhood park. Previous to this purchase, the City had received numerous weed violation complaints, and neighbors report that there were numerous problems with maintenance including dumping, junk, and noxious vegetation.

After the parcel acquisition, the petitioner established the LLC and started making improvements including junk and noxious vegetation removal and landscaping. He had support of volunteers in the cleanup of the property and there have been some fundraising efforts. The LLC has obtained liability insurance for the park; documentation is attached to the application.

To date, the parcel contains no permanent structures other than a retaining wall on the south property line and a 4' chain link fence that City records indicate has been there since at least 2002. There are also two small play structures geared toward younger children, seating, and a picnic table. The use of this parcel as an organized park came to the attention of the City in the fall of 2009, and the owner was contacted regarding the need for a Special Use Permit.



Interior photographs of the parcel, taken September 2009:



Proposed Scope of Project

The petitioner is seeking approval of special use permit that would allow the petitioner to continue to use the parcel as a private park. Attached to the application is a master park plan for the proposed park. Please note that the park plan indicates a proposed basketball court, but the petitioner has advised staff that this is no longer something that will be considered. The petitioner intends for this to be used as a passive pocket park, geared towards families with younger children. In addition to a few small play structures, picnic tables, and benches, extensive landscaping is being proposed. Included with the petitioner's application is a grant application to the Battle Creek Community Foundation that outlines the two year plan for improvements to the parcel.

Applicable Zoning Ordinance Provisions

Chapter 1290.01(b)(14) allows for "privately operated community buildings or *recreation fields*, and swimming pools and community facilities owned and operated by neighborhood organizations....". As this request is privately owned and the proposed use is recreational in nature, it qualifies as a special use subject to approval by the City Commission. The factors that qualify this project for a special use permit, as opposed to a normal extension of a residential use, is that the parcel is vacant and contains no residential use, it is not contiguous to the residence of the property owner, and the fact that an LLC was created for the park and has included fundraising efforts.

Public Hearing and Notice Requirements

As required by the Zoning Enabling Act of 2006, as amended, a public hearing notice listing the date, time, and subject of a public hearing shall be advertised no less than fifteen days prior to the hearing, and also mailed to all property owners and occupants of parcels within 300 feet of the subject parcel. Therefore, an advertisement of this public hearing was published in the Battle Creek Shopper News on Thursday, February 4, 2010, and notices of the public hearing were also sent by regular mail on February 4, 2010 to fifty-four (54) property owners and occupants of properties located within 300 feet of the subject parcel.

Neighborhood Outreach

Staff has received three letters in response to the public hearing notice mailed as outlined above; all letters are attached to this staff report. Two of these letters show support for the request (Richard and Suzanne Wilson, 60 St. Joseph Lane; Todd and Anne Brubaker-Stagner, 74 Orchard Place). The other (Emily Lawrence, 149 Garrison Avenue) has a list of questions regarding the proposed use. Staff made contact with Ms. Lawrence to answer her questions based on the application submitted by the petitioner, and she has stated that as this will be a passive park and the owner lives in the neighborhood and will have oversight as to the maintenance and operations of the park, she is supportive of the request.

The request was discussed at the February 17, 2010 meeting of the Neighborhood Planning Council #4. According to the chairperson Mr. David Nielson, there were twelve persons in attendance at this meeting; two of which were property owners in the vicinity of the proposed park and one was in favor of the request, the other opposed. The NPC took no action on the request, but did suggest that the Planning Commission postpone discussion relevant to the request until the neighbors were able to reach a consensus. Correspondence to this effect has been included with the application. Staff

explained to Mr. Nielson that the public hearing was already noticed per statutory requirements, and therefore the public hearing will be held as scheduled.

Basis For Determination

As a special use, the Planning Commission is charged with reviewing each Special Use Permit request to determine any effects the proposed use would have on the Master Plan as well as on the character and development of the neighborhood. The ordinance and enabling legislation allows the Planning Commission and the City Commission to impose any conditions upon the request that would ensure the general objectives of the zoning ordinance are met and to preserve property values in the neighborhood.

The request shall be reviewed using the following standards listed in Chapter 1290.04 Basis for Determination (for Special Use Permits):

- (a) The use will be harmonious with and in accordance with the general objectives of the Master Plan.
- (b) The use will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and will not change the essential character of the neighborhood.
- (c) The use will not be hazardous or disturbing to existing or future neighboring uses.
- (d) The use will be a substantial improvement to property in the immediate vicinity and to the community as a whole.
- (e) The use will be adequately served by essential public facilities and services, such as streets, highways, police and fire protection, drainage, refuse disposal and schools, or the persons or agencies responsible for the development shall be able to adequately provide such services.
- (f) The use will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community.
- (g) The use will not create activities, processes, materials, equipment or conditions of operation that will be detrimental to any person, property or the general welfare by reason of an excessive generation of traffic, noise, smoke, fumes, glare, vibrations or odors.
- (h) The use will be consistent with the intent and purpose of this Zoning Code.

Analysis and Recommendation

The application meets the requirements for submittal and is considered complete. However there are some questions that the applicant should clarify at the public hearing; he has stated that he will be prepared to answer these questions at the meeting:

- Will there be any lighting proposed?

- There is an existing 4' chain link fence with a gate at the front property line. Will there be any proposed changes to the fence? Will the gate be locked?
- What are the proposed hours of operation?

Depending on discussion relative to these or other concerns, the Planning Commission can add additional conditions to those listed below in the staff recommendation. The Planning Commission may upon deliberation, choose an alternative action from the following alternatives:

- A1: Postpone the project for specific reasons, with agreement from the applicant;
- A2. Articulate revised rationale of the general standards and/or conditions to recommend to the City Commission Approval OR Denial of the subject application.

Staff has reviewed the request, and finds it consistent with the general standards listed in 1290.04, as outlined herein:

- (a) The use will be harmonious with and in accordance with the general objectives of the Master Plan as the request addresses the following goals/objectives in the master plan:

The City of Battle Creek Master Plan, as well as professionally planning concepts, holds that recreational opportunities are an important aspect of quality of life (pg. 3-4).

The development of a small, passive, pocket park at this location serves to strengthen the livability of the existing neighborhood through improved safety, reinvestment and community involvement (pg. 4-12), by providing residents of the area a place to visit, relax, and have a place for their children to socialize and play. The ability to have a small passive park available to the neighbors, combined with the amount of time and effort that has been involved in its maintenance and improvement is integral to a successful, sustainable, and safer neighborhood.

One objective in the master plan specifically encourages private sector involvement in providing open space and recreation opportunities to the residents of Battle Creek (pg. 4-15), and the development of a small, privately-owned passive park at this location serves that purpose.

The master plan states that recreation programming and planning decisions should be based on regularly updated evaluation of resident needs and preferences (pg. 4-15); the letters of support and the absence of any opposition (thus far) seems to indicate that there is a need in this neighborhood for a small park of this nature.

- (b) As it exists today, and seen from the enclosed master park plan for the site, the park will be designed, constructed, operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and will not change the essential character of the neighborhood due to the passive nature of the recreation that will occur on the parcel.

- (c) The use will not be hazardous or disturbing to existing or future neighboring uses as the proposed activities that will take place in the park, including amenities such benches, picnic tables, swing set, and play structure, are all low intensity uses and amenities found in part on a typical residential property.

(d) The use will be a substantial improvement to property in the immediate vicinity and to the community as a whole as an existing overgrown vacant lot has been cleaned and maintained. The proposed use as a park will allow for continued improvements and maintenance and neighborhood investment on the parcel and in the surrounding area.

(e) The use will be adequately served by essential public facilities and services in that public utilities already exist and no additional needs are required for this use.

(f) Because only private funds are being used for the development of the park, the use will not create excessive additional requirements at public cost for public facilities and services and therefore, the park will not be detrimental to the economic welfare of the community. Additionally, all costs associated with the maintenance and improvements to the park will be private in nature.

(g) Because of the nature of the use, a passive pocket park geared toward families and young children, there will be no activities, processes, materials, equipment or conditions of operation that will be detrimental to any person, property or the general welfare by reason of an excessive generation of traffic, noise, smoke, fumes, glare, vibrations or odors. Any noise associated with the park will be the result of typical activities found in a residential neighborhood.

(h) The use will be consistent with the intent and purpose of this Zoning Code in that the park will be subject to compliance with all relevant sections of the zoning ordinance and codified ordinances, including noise, noxious vegetation, and property maintenance.

Therefore, as the request meets the general standards listed in Chapter 1290.04 as outlined above, planning staff recommends that the Planning Commission recommend to the City Commission approval of Special Use Permit Petition S-03-10 that would allow a private park on Parcel # 1670-00-139-0 with the following conditions:

Project Specific Conditions:

1. All necessary approvals and any required permits shall be obtained from the appropriate agencies, including but not limited to the Department of Public Works and Inspections Department, prior to Certificate of Occupancy.
2. Additional landscaping shall be required along the east portion of the parcel to buffer adjacent residential structures.
3. Hours of operation shall be limited to daylight hours.
4. One sign not more than 2 square foot in size shall be allowed on the private property and must contain the rules and regulations of the park; such sign shall specify that the park is privately owned and not connected in any manner with the City of Battle Creek.
5. The approval for the special use permit is limited to those items included in the application, with the exception of the basketball court that was removed at the request of the petitioner.
6. The parcel will be properly maintained with proper weed removal, mowing of seeded areas, level pathways, and free of refuse.

Administrative Conditions:

7. Pursuant to Chapter 1232.01 (a), no change in the use or occupancy of land or in the use or occupancy of an existing building shall be made, nor shall any new building be occupied for any purpose, until a certificate of occupancy has been issued by the Zoning Administrator or his or her agent. Such a certificate shall state that the new occupancy complies with this Zoning Code.
8. Pursuant to Chapter 1290.02 (e), certificates of occupancy for special uses shall be valid for a period established by the City Commission or as long as the use is established and maintained in conformity with the plans submitted and approved. Occupancy permits shall expire after one year if the use is not under construction or maintained. For good cause shown and upon written application, the Planning Commission may extend a special use permit for six months.

Attachments

The following information is attached and made part of this Staff report.

1. Special Use Permit petition Form and Supplemental Information (Petition #S-02-10)

PETITION FOR A SPECIAL USE PERMIT



City of Battle Creek, Michigan Department of Planning and Community Development

Petition No. S-03-10

Please read instruction on reverse before completing this form.
If additional space is required, attach a separate sheet.

The City Commission of the City of Battle Creek, Michigan

Honorable Mayor and City Commissioners:

I / We, the undersigned owner(s) of the property described below and indicated on the attached site plan, do hereby petition for a Special Use Permit under the provisions of Chapter 1290, "Special Uses and Land Development", of the Planning and Zoning Code of the City of Battle Creek, to permit this property to be used exclusively as indicated below.

Legal Description of Property: parcel number 1670-00-139-0 (Located
on Orchard Ave.)

Present Use of Property:

Neighborhood Park (was a garden & lawn refuse dumping
area before the neighborhood cleaned it up & rebuilt it)

Proposed Use of Property:

Neighborhood Park

Reasons why petitioner feels that a Special Use Permit should be granted:

We, the Raymonds, purchased the property specifically for
our neighbors to enjoy

Present Zoning Classification: _____ District: _____

Property Owner(s) ☒ or Agent _____ (Check one)

Name Steven Raymond

Address 153 Orchard Ave

Address Battle Creek

Telephone 579 0754 Fax _____

Signature _____

Name _____

Address _____

Telephone _____ Fax _____

Signature _____

FOR OFFICE USE ONLY

Date Petition Received: 1-13-10

Petition Fee Received: \$600.00

Received By: Lena Parish

Planning Commission Recommendation:

Approve _____ Deny _____ Date _____

City Commission Action:

Approve _____ Deny _____ Date _____

Resolution No. _____

Michigan Department of Labor & Economic Growth

Filing Endorsement

This is to Certify that the ARTICLES OF ORGANIZATION (DOMESTIC L.L.C.)

for

BENJAMIN PARK LLC

ID NUMBER: E1097M

received by facsimile transmission on June 30, 2008 is hereby endorsed

Filed on June 30, 2008 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 30TH day of June, 2008.



, Director

Bureau of Commercial Services

**MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
BUREAU OF COMMERCIAL SERVICES**

Date Received

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

CHRIS MICKLATCHER

Address

835 GOLDEN AVENUE

City

BATTLE CREEK, MI 49015

State

ZIP Code

Effective Date:



Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

**B**

ARTICLES OF ORGANIZATION

For use by Domestic Limited Liability Companies

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Articles:

ARTICLE I

The name of the limited liability company is:

Benjamin Park LLC**ARTICLE II**

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is: _____

ARTICLE IV

1. The street address of the location of the registered office is:

153 Orchard Ave Battle Creek, Michigan 49017
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office, if different than above:

153 Orchard Ave Battle Creek, Michigan 49017
(Street Address or P.O. Box) (City) (ZIP Code)

3. The name of the resident agent at the registered office is:

Steven D. Raymond**ARTICLE V** (insert any desired additional provision authorized by the Act; attach additional pages if needed.)

Signed this

27

day of

June2008

By

xSteven D. Raymond

(Signature)

Steven D. Raymond

(Type or Print Name)

Name of person or organization remitting fees:

CHRIS MICKLATCHER

Preparer's name and business telephone number:

CHRIS MICKLATCHER

(269)969-9752

INFORMATION AND INSTRUCTIONS

1. This form may be used to draft your Articles of Organization. A document required or permitted to be filed under the act cannot be filed unless it contains the minimum information required by the act. The format provided contains only the minimal information required to make the document fileable and may not meet your needs. This is a legal document and agency staff cannot provide legal advice.
2. Submit one original of this document. Upon filing, the document will be added to the records of the Bureau of Commercial Services. The original will be returned to your registered office address, unless you enter a different address in the box on the front of this document.

Since the document will be maintained on electronic format, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of Act 23, P.A. of 1993, by one or more persons for the purpose of forming a domestic limited liability company. Use form BCS/CD-701 if the limited liability company will be providing services rendered by a dentist, an osteopathic physician, a physician, a surgeon, a doctor of divinity or other clergy, or an attorney-at-law.
4. Article I - The name of a domestic limited liability company is required to contain one of the following words or abbreviations: "Limited Liability Company", "L.L.C.", "L.C.", "LLC", or "LC".
5. Article II - Under section 203(b) of the Act, it is sufficient to state substantially alone or with specifically enumerated purposes, that the limited liability company is formed to engage in any activity within the purposes for which a limited liability company may be formed under the Act.
6. Article V - Section 401 of the Act specifically states the business shall be managed by members unless the Articles of Organization state the business will be managed by managers. If the limited liability company is to be managed by managers instead of by members, insert a statement to that effect in Article V.
7. This document is effective on the date endorsed "Filed" by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
8. The Articles must be signed by one person who will be a member. State name of person signing beneath their signature.
9. If more space is needed, attach additional pages. All pages should be numbered.
10. **NONREFUNDABLE FEE:** Make remittance payable to the State of Michigan. Include limited liability company name on check or money order \$ 50.00

To submit by mail:

Michigan Department of Consumer & Industry Services
Bureau of Commercial Services - Corporation Division
7150 Harris Drive
P.O. Box 30054
Lansing, MI 48909

To submit in person:

6546 Mercantile Way
Lansing, MI
Telephone: (517) 241-6400

Fees may be paid by VISA or Mastercard when delivered in person to our office.

MICH-ELF (Michigan Electronic Filing System):

First Time Users: Call (517) 241-6420, or visit our website at <http://www.cis.state.mi.us/bcs/corp/>
Customer with MICH-ELF Filer Account: Send document to (517) 241-9845

The Department of Consumer & Industry Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability or political beliefs. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

CERTIFICATE OF FORMATION

OF

BENJAMIN PARK, LLC

TO: The Secretary of State
State of Michigan

THE UNDERSIGNED, for the purposes of forming a limited liability company pursuant to the provisions of the Michigan Statutes, hereby executes the following Certificate of Formation:

FIRST: The name of the limited liability company is:
BENJAMIN PARK, LLC

SECOND: The company has one member.

THIRD: The address of the limited liability company's initial registered office is:

153 Orchard Ave, Battle Creek, MI 49017

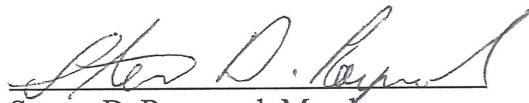
And the limited liability company's initial registered agent at such address is:

Steven D. Raymond

FOURTH: This certificate shall be effective upon the date of filing

FIFTH: The duration of the company shall be perpetual.

IN WITNESS WHEREOF, the undersigned, an authorized person over the age of eighteen, has signed this Certificate of Formation on the 30th day of June, 2008.


Steven D. Raymond, Member

COMMERCIAL LINES POLICY - COMMON POLICY DECLARATIONS

NAUTILUS INSURANCE COMPANY

Scottsdale, Arizona

Transaction Type: **Renewal**

Policy No. **NC945824**

Renewal of Policy # NC833095
 Rewrite of Policy # _____
 Cross Ref. Policy # _____

Inspection Ordered:

☐ Yes ☒ No

THIS POLICY CONTAINS
 RESTRICTIVE ENDORSEMENTS.
 PLEASE READ CAREFULLY.

Named Insured and Mailing Address

(No., Street, Town or City, County, State, Zip Code)

BENJAMIN PARK LLC
 STEVE RAYMOND
 153 ORCHARD AVE
 BATTLE CREEK MI 49017-

Agent and Mailing Address

Agency No. 02101 - 00



This insurance has been placed with an insurer that is not licensed by the state of Michigan. In case of insolvency, payment of claims may not be guaranteed.

Policy Period: From 08/21/2009 to 08/21/2010 at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: NEIGHBORHOOD PARK

Tax State MI

Form of Business: ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Trust ☒ Limited Liability Company (LLC)
☐ Organization, including a Corporation (but not including a Partnership, Joint Venture or LLC)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
 WE WILL PROVIDE YOU THE INSURANCE STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
 THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

		PREMIUM	
Commercial General Liability Coverage Part		\$	750.00
		\$	
		\$	
		\$	
		\$	
TOTAL ADVANCE PREMIUM		\$	750.00
Tax & Fee Schedule			
STATE TAX	\$ 18.75	Minimum & Deposit	
SERVICE FEE	53.00	TOTAL TAXES & FEES	\$ 71.75
TOTAL		\$	821.75

Form(s) and Endorsement(s) made a part of this policy at time of issue:
 Refer to Schedule of Forms and Endorsements.

John D. Velez

Countersigned: Sterling Heights, MI
 08/27/2009 JM

By _____
 Countersignature or Authorized Representative, whichever is applicable

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Effective Date: 08/21/2009 12:01 A.M. Standard Time

☐ If box is checked, refer to form S132 for Limits of Insurance.

General Aggregate Limit (Other Than Products/Completed Operations)	\$ 2,000,000	
Products/Completed Operations Aggregate Limit	\$ INCLUDED	
Personal and Advertising Injury Limit	\$ 1,000,000	Any One Person Or Organization
Each Occurrence Limit	\$ 1,000,000	
Damage To Premises Rented To You Limit	\$ 100,000	Any One Premises
Medical Expense Limit	\$ 5,000	Any One Person

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date, if any, shown here: _____ (Enter Date or "NONE" if no Retroactive Date applies)

1. 139 ORCHARD AVE
BATTLE CREEK MI 49017-

LOCATION OF JOB SITE (If Designated Projects are to be Scheduled):

CODE # -	CLASSIFICATION	*	PREMIUM BASIS	PR/CO	RATE All Other	ADVANCE PREMIUM
46671 -	Parks or playgrounds Rate is Per Acre	A+	1	INCLUDED	250.000	INCLUDED 750 MP
-						
-						
-						

<p>* PREMIUM BASIS SYMBOLS + = Products/Completed Operations are subject to the General Aggregate Limit</p>		
a = Area (per 1,000 sq. ft. of area)	o = Total Operating Expenses (per \$1,000 Total Operating Expenditures)	s = Gross Sales (per \$1,000 of Gross Sales)
c = Total Cost (per \$1,000 of Total Cost)		t = See Classification
m = Admissions (per 1,000 Admissions)	p = Payroll (per \$1,000 of Payroll)	u = Units (per unit)

PREMIUM FOR THIS COVERAGE PART	\$	750
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Refer to S902 Schedule of Forms and Endorsements

S150 (10/04)



NEIGHBORHOOD
GRANTMAKING
PROGRAM
APPLICATION



Yes we can!



1a | GROUP INFORMATION

Group Name: Benjamin Park LLC

Contact Name: Steven D. Raymond

Contact Address: 153 Orchard Avenue

Phone 1: 269-579-0754

Battle Creek Michigan

Phone 2: 269-579-0777

Email: raymondsfive@yahoo.com

Signature: _____ Date: _____

Please sign above to indicate your commitment to this project and to the accuracy of all information provided in this application. Your signature also indicates you have attended an **Orientation Session**, which is required before submitting your first grant application.

Elementary school closest to where you live (within city of Battle Creek): Freemont Elementary

List at least two other people in your group (NOT related to you) that are helping to lead this project:

Name: Rick and Suzie Wilson Phone Number(s): 269-964-7141

Name: Kathy Brutsche Phone Number(s): 269-962-0012

Name: Jamie and Holly McKee Phone Number(s): _____

Does your group have an overall goal, purpose or mission beyond the current project?

The current project will be a continuing project with regard to maintenance and general quality upkeep of the park. The projects' completion as far as landscaping and the development of the playground area will likely take two years.

Who will be acting as your fiscal sponsor for this project:

Refer to HANDLING GRANT MONEY - Orientation page 4 for more info. You are required to complete the **Fiscal Sponsor Agreement Letter** on [Page 8](#)

1b | PROJECT INFORMATION

Title of Project: Benjamin Park LLC

Location and Date(s): 140 Orchard Avenue Battle Creek, Mi. 49017

Total Cost of Project: \$ _____ Total Amount of Grant Request: \$ _____ Attach Budget - [Page 5](#)

List of Partner Businesses and Organizations: Attach Partner Agreement Letters for each partner - [Page 7](#)

Brutsche Cement

BJ's Home Health Care

Neighborhoods Inc.

Merritt Commons Association



2 | PROJECT DESCRIPTION

Describe your proposed project, event, or activity: Our plans are to create a neighborhood park from a currently empty lot. We plan to create beautiful garden areas with landscaping which will include flowers, bushes, pathways, benches etc., using the existing apple and sweet cherry trees as shade for a large portion of the garden. This area we envision as a quiet and peaceful place for our friends and neighbors to relax, reflect and pray, thus we will call this area a prayer garden. We will also be building a play area with several types of apparatus such as swings, towers for climbing, slides etc. There will be a butterfly and humming bird sanctuary with flowers etc that are attractive to them. (Please see attached plans for layout, types of plants etc.) We have already had a day last summer which had 26 of our friends and neighbors show up to clear the land. We have also had the land excavated and grass has been planted. We also envision having concert and community events at this park.

Which *Yes we can!* goal(s) does it work toward? Refer to *Yes we can! GOALS - Orientation page 2*.

☒ Building Neighborhood Capacity ☒ Increasing Educational Achievement ☒ Improving Economic Conditions

How does it work toward that goal(s)? Building neighborhood capacity: There will be a place for children and adults to go to relax, play and meditate. Simply by counting children in the neighborhood, it appears that we have at least 40 children, not including adults, that could be impacted by having a playground and prayer garden to enjoy. This area could support dozens of children and adults at one time. We could present concert or public events that could seat probably between 100 to 200 people. Increasing Educational achievement: Physical and social development are a critical part of enriching the lives of our children.

How many volunteers will you need for this project? Numbers will vary but we see up to 50 volunteers

Attach Volunteer Commitment sheet - *Page 6*

Will professional labor or services be needed? ☒ Yes ☐ No

Attach Partner Agreement Letters for each partner - *Page 7*

What neighborhood(s) does it serve? Merritt Commons and surrounding areas.

Elementary school(s) or neighborhood name(s)



3 | YOUR VISION

We have learned that most successful projects relate to a group's **vision** of how to make their neighborhood better. A group's project may often be only one part of its larger vision for change. A BCCF *Yes we can!* Neighborhood Grant can be used as a tool to help make your vision a reality.

Describe your vision of change for your neighborhood. What needs or issues need to be addressed to make it better?

We envision proving a safe, fun and peaceful place for children and families to come and enjoy. We will provide for the families of Merritt Commons by having playground equipment including swings, climbing equipment, slides and a playhouse area. We are going to have an open lawn area for everything from frisbees to playing catch. There will be a path area around the perimeter where mothers and fathers with strollers can walk and talk. Also, we envision both children and adults enjoying a beautiful gardens, fruit trees as well as both butterfly and humming bird gardens, with several paths for people to walk through the gardens themselves. We will provide opportunities to meditate or pray with benches provided throughout the garden area. This is also fulfilling one of our visions as the garden being a place of peace and quiet reflection. The entire grounds are surrounded by fencing that will give parents a sense of security while their children play. As a result of these plans our community will benefit physically, spiritually, emotionally and socially; it will bring our community together wonderfully.

Which local residents are affected? All of the residents of Merritt Commons and anyone connected to these neighbors.

Ex. Franklin Elementary students, senior citizens on my block, teen mothers throughout the city, etc.

How many residents are affected? ☐ Less than 10 ☐ 11-25 ☐ 26-50 ☐ 50-100 ☒ more than 100

How does your current project fit within your vision for change? It brings a local area park and recreation area to our neighbors and friends. It is fenced in (on the north and east sides we plan to add an 8 foot privacy fence) and safe and within a short walk from those who live in the Merritt Commons area. Benjamin Park will provide place close to home to relax, meditate and play; all things that enrich us physically, mentally, emotionally and spiritually.

How will you know that your project has made a difference? The parks use by neighbors and friends, feedback and the coming together of people previously that might not know or associate with each other.



4 | ASSETS & RESOURCES

An important part of achieving your vision is knowing what assets and resources are currently available to your group, as well as what other efforts exist to address the same need or issue. You may find that a BCCF grant is not yet necessary, or you may discover that a grant is needed now more than ever.

What assets and resources does your neighborhood or group currently possess to deal with this need or issue?

Ex. "Sweat equity", residents with helpful skills or professional abilities, local business partners, fundraising opportunities, etc. Refer to Assets & Resources – Orientation page 5.

We have a former neighbor whose family is the Brutsche people who own the local cement co. We have friends that have volunteered to help plant, donate plants, etc. We have a professional friend that is currently getting prices for the plants and has volunteered to help supervise this work. We have gotten approval from our association president, John Hennick, to have the neighbors donate yard sale items that can be sold @ the park during our late May neighborhood outdoor sale. We have a friend that is willing to create a website for the park. We have a neighbor who has volunteered to keep the lawn mowed, etc.

What outside resources are available to you for this need or issue?

Ex. Other groups or organizations that work on this issue or provide needed services, other sources of funds, sponsorships or grants, training programs, professional organizers, etc. Refer to Assets & Resources – Orientation page 5.

Our local church has friends and neighbors who, have and will continue to, donate time and sweat as well. We have been in touch with the 'Non profit alliance' @ KCC and am confident that they would offer any assistance that they might be able to. We are being supported by BJ's Home Health Care with financial, physical and emotional support.

In what ways can your group connect with other organizations in the Yes We Can! Partnership?

Refer to Yes We Can! Partners attachment in Orientation.

I just spoke with Jim Pearl of "Hands On Battle Creek" and he offered support for any outside volunteer help we might need.

What has already been done (or is currently being done) about this need or issue in your neighborhood, in Battle Creek, or elsewhere?

The closest parks are approximately 5 to 6 blocks away; Piper Park and Quaker Park. Nothing has been done along these lines in Merritt Commons.



APPLICATION

5 | YOUR BUDGET

Expense Category	YOUR EXPENSES		YOUR RESOURCES		YOUR GRANT NEED
	Item Details (list/describe)	Cost of Items (\$)	**Money from Other Sources (\$)	**Value of Free or Donated Goods, Services, and Labor (\$)	
Food					
Supplies & Materials					
Advertising & Printing					
Rental Fees, Permits, Etc.	Purchase of property	\$8,000.00			
Equipment*	Donated play tower Donated picnic table - Chip Hanlon			Est. cost \$800.00 Est. cost \$300.00	
Labor or Services	dumpster for yard waste	\$400.00			
Other	Volunteer Hours: Donated cash from neighbors	\$1,800.00 to date \$50.00 and \$20.00	yard sale items from our family and neighbors: Raised \$968.00 on the dates May 22, 23 and 25	\$1,800.00 to date \$70.00	See attachments regarding details & Itemized cost list for Developing the park.
Other	Grading and Seeding - Ivan Lake tree removal service - Berons Tree Service Landscape blue print and ground prep - turf Tamer	\$1,130.00 \$260.00 \$290.00			
Other	Lawyer Fees liability Ins.	\$837.00 \$872.75			
TOTAL COST:		\$ 13,659.75	TOTAL VALUE OF RESOURCES:		TOTAL GRANT REQUEST:
			\$ 3,938.00		\$ 15,748.93

*Special requirements apply to the purchase of equipment. Refer to Equipment Purchases - [Page 9](#)

**Attach Partner Agreement Letters for each partner - [Page 7](#)



6 | VOLUNTEER COMMITMENTS

A significant commitment from volunteers is vital to the success of any community improvement project. Typically, most of the labor required to complete a Yes we can! grant project should be done by volunteers, and you should have strong commitments from volunteers to perform necessary tasks for your project prior to applying for a grant. Below, list your volunteers and their contact information, describe the task(s) each has agreed to, and have each volunteer sign.

Volunteer Name	Phone	Street Address	Lives in area served by project?	Volunteer agrees to...	Volunteer Signature
Rick and Suzie Wilson	268-964-7141	60 St. Joseph Ln	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Help with construction/refurbish play tower. Plant flowers and mow lawn	
Tom and Danielle Boyd	269-565-0533 Cell 788-7539	16 Guest st.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Help with landscaping/planting etc. Helped with recent tower erecting.	
Karl Streng	966-3902	141 Garrison Ave.	<input type="checkbox"/> Yes <input type="checkbox"/> No	whatever is needed	
Matt and Jenny Appleton	317-0271 830-0440	101 Garrison Ave.	<input type="checkbox"/> Yes <input type="checkbox"/> No	whatever is needed. Has helped with most of the clearing work. Helped with the Play Tower	
Kathy Brutsche	962-0012	147 Orchard Ave.	<input type="checkbox"/> Yes <input type="checkbox"/> No	family owns cement co. and will donate or cost the cement walkway	
Chuck Lamson	788-4911		<input type="checkbox"/> Yes <input type="checkbox"/> No	Landscape pro. is donating time to price plants and cement cost. Also, supervise landscaping	
Marilyn Van Hare Terri Bruce	589-6096	190 Orchard Ave.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Monetary donation only	
Roger and Barbara Larsen	963-6678	157 Orchard Ave.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Helped with Play Tower. Will help with planting	
Tood and Ann Stagner	209-7164 963-5711	74 Orchard Place	<input type="checkbox"/> Yes <input type="checkbox"/> No	whatever is needed. Has helped with most of the clearing from last summer and helped with the tower	
Holly and Jamie McKee	cell 275-7204 660-9219	135 Orchard Ave.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Has helped with the clearing all last summer and helped with the Play Tower. Will help with flowers	



7 | PARTNER AGREEMENT LETTER

[1] MAKE BLANK COPIES AS NEEDED.

[2] SUBMIT ORIGINAL COMPLETED LETTERS TO BCCF WITH APPLICATION.

[3] KEEP A COPY OF EACH COMPLETED LETTER FOR YOUR RECORDS, AND PROVIDE A COPY TO EACH PARTNER.

Merritt Commons Neighborhood Assos. agrees to support Steve Raymond and Benjamin Park LLC for the
 (Name of partner organization, business, or individual) (Name of grant applicant group)
 project, event, or activity described below:

Project/Event/Activity Name: Benjamin Park development

Date(s): April 9th 2009

Location(s): 140 Orchard Avenue

I, or my organization/business, agree to provide the following for the project/event/activity listed above:
 (CHECK AND DESCRIBE ALL THAT APPLY)

Item/Service	Description/Quantity/Details	Value	Cost to group
<input type="checkbox"/> Volunteers/Volunteer Hours		\$ _____	\$ _____
<input type="checkbox"/> Event Space		\$ _____	\$ _____
<input type="checkbox"/> Materials		\$ _____	\$ _____
<input type="checkbox"/> Food/Drinks/Refreshments		\$ _____	\$ _____
<input type="checkbox"/> Professional Services		\$ _____	\$ _____
<input checked="" type="checkbox"/> Monetary Donation/Sponsorship	<u>Sponsorship</u>	\$ _____	\$ _____
<input type="checkbox"/> Other		\$ _____	\$ _____
<input type="checkbox"/> Other		\$ _____	\$ _____
<input type="checkbox"/> Other		\$ _____	\$ _____

Contact Name: John Hennick

Phone 1: 986-3944

Address: Orchard Place

Phone 2: _____

Email: _____

Best time to contact: _____

Signature of partner: _____ **Date:** _____

Signature of grant applicant: _____ **Date:** _____

BCCF office use only:



8 | FISCAL SPONSOR AGREEMENT

Signed original should be attached to completed grant application. Both parties should retain a signed copy for their records.

Memorandum of Understanding

Between:

_____ and
 (Funded Project / Grantee Group Representative)

 (Nonprofit Fiscal Sponsor)

This Fiscal Sponsor Agreement defines the roles and responsibilities of both the Grantee and Fiscal Sponsor organizations named above. This Agreement shall be in effect from:

(Beginning Date) _____ through (Ending Date) _____

The role of the Fiscal Sponsor is to receive and disburse funds for the Grantee in a timely manner and to maintain prudent and accurate records of all transactions as required by the State of Michigan and the Internal Revenue Service.

The role of the Grantee is to request funds or reimbursement of funds from the Fiscal Sponsor in a timely manner in order to conduct the activities described in the Grantee's proposal to the Battle Creek Community Foundation. In addition, the Grantee is to maintain prudent and accurate records of all activities as required by the State of Michigan and the Internal Revenue Service.

Items to Be Agreed Upon:

By initialing on the lines below, the Grantee and Fiscal Sponsor indicate that they have reviewed and come to an agreement regarding each of the following items:

GRANTEE	SPONSOR	(CHECK BOXES AND INITIAL ON BLANKS)
_____	_____	<input type="checkbox"/> General timeline for use of funds
_____	_____	<input type="checkbox"/> Line items within funding categories
_____	_____	<input type="checkbox"/> Fiscal Sponsor's policies for disbursement of funds (including time needed to respond to check requisitions)
_____	_____	<input type="checkbox"/> Chain of command within both organizations/groups, including decision-making authority regarding use of funds

Signature of Grantee Contact: _____ Date: _____

Printed Name and Title: _____ Phone: _____

Signature of Fiscal Sponsor: _____ Date: _____

Printed Name and Title: _____ Phone: _____

Fiscal Sponsor Address: _____



9 | EQUIPMENT PURCHASES

The BCCF *Yes we can!* Neighborhood Grant Program assumes the equipment needed to undertake a project will be secured from within the community through loan or donation. In certain circumstances, however, we understand that applicants may need to include the cost of purchasing or renting equipment (such as tools, gardening implements, sports equipment, electronic devices, etc.) in their grant application budget. Please consider the following criteria for all equipment requests when preparing your grant budget.

A budget request for equipment will be considered only if:

1. The equipment is critical to achieve the goals of the project.

AND

2. No resident or local institution is willing to loan or donate the item(s) for free.

AND

3. The equipment is not available to rent. (If the equipment is available to rent, the cost of the rental can be included as a budget item in the grant application.)

AND

4. The purchased equipment will be stored in a public place where it can be made available to other members of the community in the future. (Applicants should also consider having the equipment purchased by the public place where it will be stored, such as a church, school, community house, etc.)

If your budget includes a request for the cost of purchasing equipment, please attach this page to your application with the following blanks filled out:

Why do you need to purchase this equipment? _____

How will it be made available to the community after your project is complete? _____

Also attach a Partner Agreement Letter - **Page 7** - with your application if the equipment will be made available to the community through a partner organization.

Action Plan

PROJECT: _____ BEGINNING DATE: _____ COMPLETION DATE: _____ TOTAL VOLUNTEERS: _____

Hours

Activity	Responsible	Date Due	Date Completed	Hours	Outcome
Planning Listing of plants/materials	Chuck Lamson		3-23-09	1 hr	will create a needs list that can be distributed to solicit donations etc
Holly McKee			6-5-11 hr		
Jamie McKee			6-3-11 hr		
Kula Bwamba	Retaining wall		5-30-09	2 hrs	
Steve Raymond	Retaining wall		5-30/6-3	5-30 9 hrs	6-3-5 hrs
Steve LaRaymond	" " "		6-5-09	2 hrs	
Chuck Lamson			5-30	5-30 11.5 hrs	6-3 7.5 hrs
Chad Haywood	Planting			6-5 8 hrs	6-6 1.5 hrs
				3 hrs	

PROJECT: _____ BEGINNING DATE: _____ ACTION PLAN: _____ COMPLETION DATE: _____ TOTAL VOLUNTEERS: _____

PROJECT: _____ BEGINNING DATE: _____ COMPLETION DATE: _____ TOTAL VOLUME: _____

[illegible]

PROJECT: _____ BEGINNING DATE: _____ ACTION PLAN: _____ COMPLETION DATE: _____ TOTAL VOLUNTEERS: _____

TOTAL VOLUME

[illegible]



Battle Creek Community Foundation *Yes we can!*
NEIGHBORHOOD GRANT PROGRAM
APPLICATION

6 | VOLUNTEER COMMITMENTS

A significant commitment from volunteers is vital to the success of any community improvement project. Typically, most of the labor required to complete a Yes we can! grant project should be done by volunteers, and you should have strong commitments from volunteers to perform necessary tasks for your project prior to applying for a grant. Below, list your volunteers and their contact information, describe the task(s) each has agreed to, and have each volunteer sign.

Volunteer Name	Phone	Street Address	Lives in area served by project? <input type="checkbox"/> Yes <input type="checkbox"/> No	Volunteer agrees to...	Volunteer Signature
Rick + Suzet Wilson	964-1141	6051 Joseph Ln	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Maintain yards, plant plants	<i>[Signature]</i>
Kathy Brutsche	962-0012	147 Orchard Ave	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	provide concrete, maintain grounds, plants, flowers.	<i>[Signature]</i>
Tom Perrone	788-1270	477 morning side	<input type="checkbox"/> Yes <input type="checkbox"/> No	helped move tower,	
Tom + Jan	830-1248	BC 49015-	<input type="checkbox"/> Yes <input type="checkbox"/> No	Landscaping / planting	
Chip + Amy			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		

Benjamin Park, LLC

Informational Meeting / Social

October 25th, 2008

Where did the name "Benjamin Park" come from? If our youngest was a boy, he would have been named Benjamin. Benjamin is the youngest son of Jacob (Israel) in the Old Testament. When this dream was first "conceived" we wanted to reach out to the children in the neighborhood.

What can you do to help? Please fill out the form below today or take it with you and drop off or mail to me (Steve Raymond, 153 Orchard Ave., Battle Creek, MI 49017) by November 25th. I am applying for a grant from the BC Foundation to help with this project. The Foundation wants to see how this park will bring our community together and make a better neighborhood.

This is an informational meeting only, please don't feel obligated to commit to a project at this time. We want you to be passionate about what you volunteer for if or when you decide to get involved.

I invite you to brain storm and share your ideas and vision.

Name Kaynleen Brutsche Phone 9620012

Address 147 Orchard Ave.

Volunteer Hours / Materials you've already contributed man hours to clean

Some Suggestions of Help that I've come up with are:

Please circle one or more you may be willing to do.

Plant Flowers

Maintain Landscaping

Maintain Apple Trees

Maintain grass / grounds (by week / any time / month / or season) Mow Trim Weed etc.

Garbage Receptacles: Purchase / Setup / Maintenance

Construction of existing play tower or new play-set

Refurbish Existing tower: Sand, Stain, Etc.

Monetary Donation \$ _____

Other: will donate concrete, flowers, bulbs, etc. ^{for court, & sidewalks}

VISION: Japanese maple, flowering almond, hosta, sedum, purple cone flower, daisy, coral bells

"A safe and enjoyable park in our neighborhood for families to gather for recreation, fun and quiet reflection."

"The seeds of good deeds become a tree of life." Prov. 11:30a

"We are all stewards of this new place. May we all care well for what we are given."

If you have more suggestions, please write them on the back.

Kids' Handprints

Brick Pavers w/ Names Donations
or Impressions in concrete

Steps In/Out for strollers
 $\frac{1}{2}$ for steps + $\frac{1}{2}$ for "wc"

Rock wall on Tower existing
add to construction options

Horrocks Plants - Rick making calls

Cathy - Cement will get price

Donated Plants

3 Hydrangea by Wilsons?
Burning Bush? " "

Cathy - On Sheet

Chris Campbell? - create Website for Ben Park



6 | VOLUNTEER COMMITMENTS

A significant commitment from volunteers is vital to the success of any community improvement project. Typically, most of the labor required to complete a *Yes we can!* grant project should be done by volunteers, and you should have strong commitments from volunteers to perform necessary tasks for your project prior to applying for a grant. Below, list your volunteers and their contact information, describe the task(s) each has agreed to, and have each volunteer sign.

Volunteer Name	Phone	Street Address	Lives in area served by project?	Volunteer agrees to...	Volunteer Signature
			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		

Benjamin Park, LLC
Informational Meeting / Social
October 25th, 2008

Where did the name "Benjamin Park" come from? If our youngest was a boy, he would have been named Benjamin. Benjamin is the youngest son of Jacob (Israel) in the Old Testament. When this dream was first "conceived" we wanted to reach out to the children in the neighborhood.

What can you do to help? Please fill out the form below today or take it with you and drop off or mail to me (Steve Raymond, 153 Orchard Ave., Battle Creek, MI 49017) by November 25th. I am applying for a grant from the BC Foundation to help with this project. The Foundation wants to see how this park will bring our community together and make a better neighborhood.

This is an informational meeting only, please don't feel obligated to commit to a project at this time. We want you to be passionate about what you volunteer for if or when you decide to get involved.

I invite you to brain storm and share your ideas and vision.

Name Rick + Suzy Wilson Phone 964-7141

Address 60 St - Joseph Ln

Volunteer Hours / Materials you've already contributed man hours to clean up

Some Suggestions of Help that I've come up with are:

Please circle one or more you may be willing to do.

Plant Flowers

Maintain Landscaping

Maintain Apple Trees

Maintain grass / grounds: (by week / month / or season) by rotation if possible Mow, Trim, Weed, etc.

Garbage Receptacles: Purchase / Setup / Maintenance

Construction of existing play tower or new play-set

Refurbish Existing tower: Sand, Stain, Etc.

Monetary Donation \$ _____

Other: _____

VISION:

"A safe and enjoyable park in our neighborhood for families to gather for recreation, fun and quiet reflection."

"The seeds of good deeds become a tree of life." Prov. 11:30a

"We are all stewards of this new place. May we all care well for what we are given."

If you have more suggestions, please write them on the back.

February 15, 2010

IN REGARDS TO: Chas Merritts 4th Add Lot 139, Special Use Permit Petition by Mr. Steven Raymond

To Whom it May Concern,

I have been a resident in the Merritt Commons Neighborhood since 1999. In that time I have seen many changes in the neighborhood, some not so good. I have seen the rise of violence and the increase of residential homes becoming rental properties. In addition, I have seen more properties become vacant. I have seen many positive changes, as well, including more diversity in the neighborhood, a continued pride in the neighborhood, and improvement of roads and sidewalks.

In that time I have also seen one thing stay constant, the dilapidated and uncared for lot on Orchard Avenue. For years it was nothing more than a wild weed bed with overgrown trees and junk heaped over by an adjacent neighbor...hardly a place to bring pride to the neighborhood.

In 2008, the lot, formerly called "the Eyesore", was purchased by the Raymond family. Its purpose was to provide a space for not only their young children, but also for the entire neighborhood to play. The park's use is primarily for children 10 years and younger. This conscious decision was to keep older teenagers from using the park to congregate and vandalize. It was also designed to allow young families to congregate, socialize and take pride in their neighborhood.

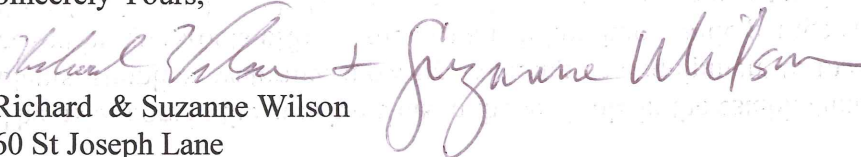
The neighbors in the area have taken the lead role in the establishment of this park by providing volunteer hours, plants, supplies, watering, mowing, weeding and equipment to the park. The majority of the funding has been raised by grassroots efforts, such as a neighborhood-wide garage sale, where neighbors donated time and items for sale. To my knowledge, no city dollars have been requested for the creation or upkeep of this park.

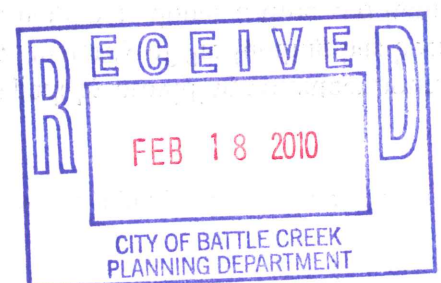
I feel that the park provides a useful and necessary space in the neighborhood. Children and families that may not know each other can meet and fellowship in a space in their neighborhood. It provides a sense of pride and ownership for those who put their time in to keeping the park looking clean and well-kept.

It is hard to imagine a reason why the city would attempt to keep this park from the community. It seems to encompass all the things a city would want from its residents, including stewardship of its resources, active community participation, limited or no resources from the city for upkeep, and potential increase in property values in the surrounding neighborhood, which ultimately increases revenue for the city.

This is a win-win for the city and its residents. I wish other neighborhoods would take the initiative to beautify and maintain their neighborhoods. I sincerely hope the commission looks at what Merritt Commons, specifically the Raymond family, has done to empower the neighbors to invest in their neighborhood.

Sincerely Yours,

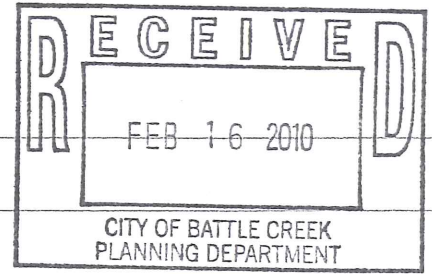

Richard & Suzanne Wilson
60 St Joseph Lane



CHRISTINE HILTON AICP
DEPARTMENT OF PLANNING
& COMMUNITY DEVELOPMENT
COMMERCE POINTE

77 EAST MICHIGAN AVE.
STE 204

BATTLE CREEK MI 49017



QUESTIONS ON SPECIAL PERMIT #S-03-10

WHO OWNS THE VACANT LOT?

DO THEY HAVE LIABILITY INSURANCE?

WILL THEY MAINTAIN OWNERSHIP AFTER GETTING PERMIT?

WILL THERE BE A ZONING CHANGE?

WHAT WILL BE IN THE PARK?

WILL IT BE A PUBLIC PARK?

WHO WILL DO UP-KEEP?

WHO WILL USE IT?

WILL IT BE OPEN FOR USE AT NIGHT?

WHO WILL CONTROL THE USE/NOISE?

CAN PEOPLE FROM OTHER NEIGHBORHOODS USE IT?

WHAT WILL BE IN THE PARK?

THANK YOU

EMILY LAWRENCE
149 GARRISON AVE
BATTLE CREEK MI 49017

February 12, 2010

Department of Planning and Community Development
Commerce Pointe
77 East Michigan Avenue Suite 204
Battle Creek, Michigan 49017

To Whom It May Concern:

We have enjoyed living in Battle Creek for the last seventeen years. For sixteen of those years, we have lived on Garrison Avenue or Orchard Place in Merritt Commons. We are thankful to have close neighbors and friends, like the Raymonds, in this area. The Raymonds are an asset to our community, and we appreciate what they have done with a vacant lot.

One of the reasons we chose to live in this neighborhood is the sidewalks. We have taken pleasure in many walks with our children and our dogs. For years, we walked past an eyesore on Orchard Avenue. The vegetation was overgrown and many small animals had taken up residence in the lot. The Raymonds cleared the land and turned it into a delight. Now we see children playing and we hear their laughter. The community came together to help, and we all feel a sense of peace in the property. It is an example of what people can do when they pull together for the common good.

Please allow this community park to bring harmony to all who enjoy it. Every time we walk by Benjamin Park, we remember what it used to look like, and we smile. What a beautiful place to live!

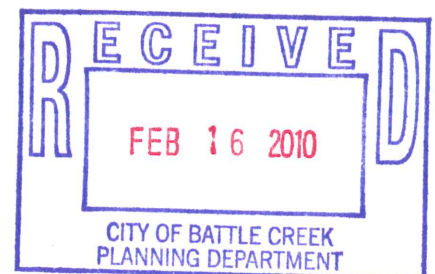
Sincerely,



Todd Stagner



Anne Brubaker-Stagner





dpn44@comcast.net
02/18/2010 10:09 PM

To laparrish@ci.battle-creek.mi.us
cc
bcc
Subject Orchard Avenue Park

To: Leona Parrish
From: David Nielsen
Chairman
Verona/Fremont/McKinley Neighborhood Planning Council
Date: February 18, 2010

Ms. Parrish,

During our February 17 NPC meeting two residents from Orchard Avenue attended and offered comments on the Benjamin Park Project that has begun to take shape in that neighborhood. From those comments it is obvious that there is a desire on the part of some residents to continue construction of the park, seeing it as an asset to their neighborhood. Other comments made it clear that there is a considerable discrepancy between the stated purpose of the park and the reality of activity taking place at the park, in terms of the ages of young people that have used the facility, the type of activity that has occurred there, and the frequent lack of parental supervision of children at the park site.

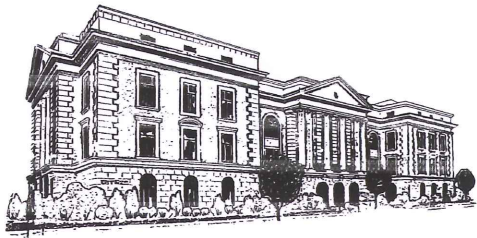
It is obvious that there is not neighborhood consensus concerning this park project. Therefore, our NPC membership voted unanimously to request a one month postponement of Planning Commission action on the special use permit request in order that neighborhood residents might have the opportunity for an open and honest discussion especially with those in closest proximity to the park, hopefully to arrive at a proposal agreeable to all. My conversation with you on Thursday morning, February 18, led me to realize that such a postponement of the upcoming February 24 meeting is not feasible. However, we do feel that, if the permit is issued, the neighbors still need to have that discussion and come to consensus as to expectations, guidelines, access and parental responsibility before this project moves forward.

With the property demolitions that the city will be undertaking in the not-too-distant future, we believe that similar such neighborhood park projects may be initiated, as well as other common-area uses within some of our city's neighborhoods. It seems to make sense that a set of city-wide guidelines, expectations and responsibilities should be created for all such neighborhood endeavors, in order to ensure that our neighborhoods remain safe, secure and pleasant family-oriented residential settings. It is also important that, in the future, such

guidelines or agreements be finalized prior to the first shovel-full of dirt being dug in any such project.

As an NPC we can neither support nor oppose the development of this park without more discussion among neighbors affected, in order to ensure that everyone's needs are being met and that the stability of the neighborhood is ensured.

Our thanks, in advance, for the Planning Commision's careful deliberations in this matter.



Battle Creek City Planning Commission

Staff report for February 24, 2010 meeting

To: Planning Commissioners

From: Christine M. Hilton, AICP, Planning Supervisor
Planning and Community Development Department

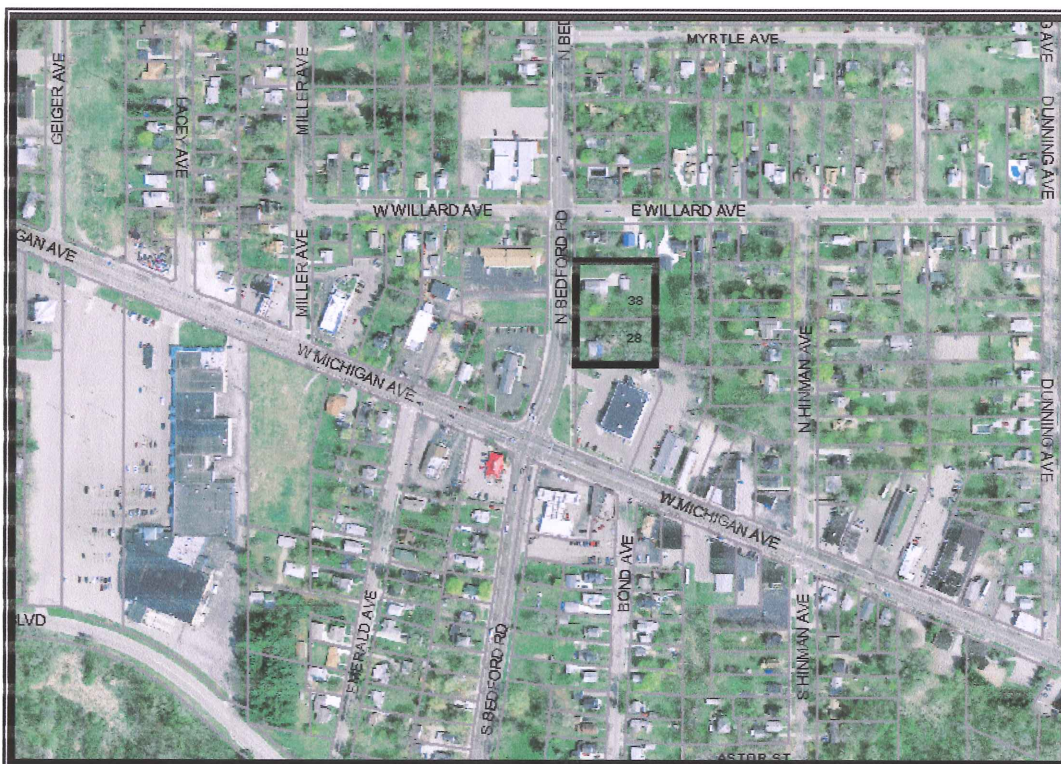
Subject: Petition Z-01-10, a Zoning Reclassification request for 28 & 38 N. Bedford Road

Summary

A petition from Mr. Curtis Roberts & Mr. Craig Roberts, 834 Golden Avenue, Battle Creek, MI 49014, on behalf of property owners, requesting a Zoning Reclassification of (2) properties located at 28 & 38 N. Bedford Rd from “R-1B Single Family Residential” to “C-2 General Business District”.

Background/Property Information

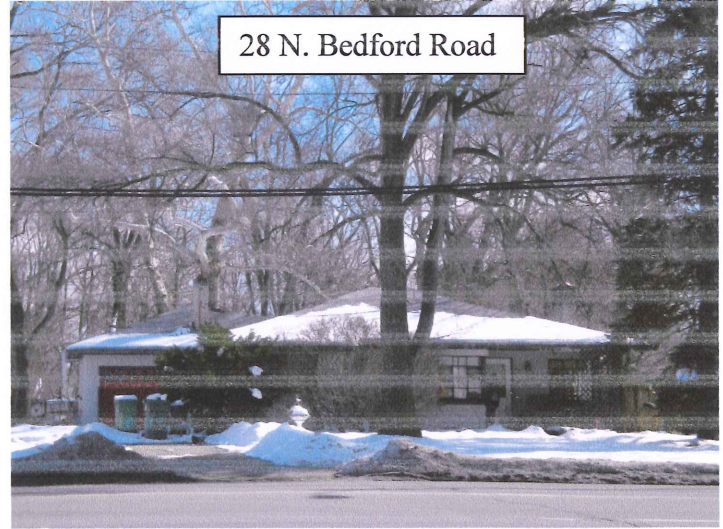
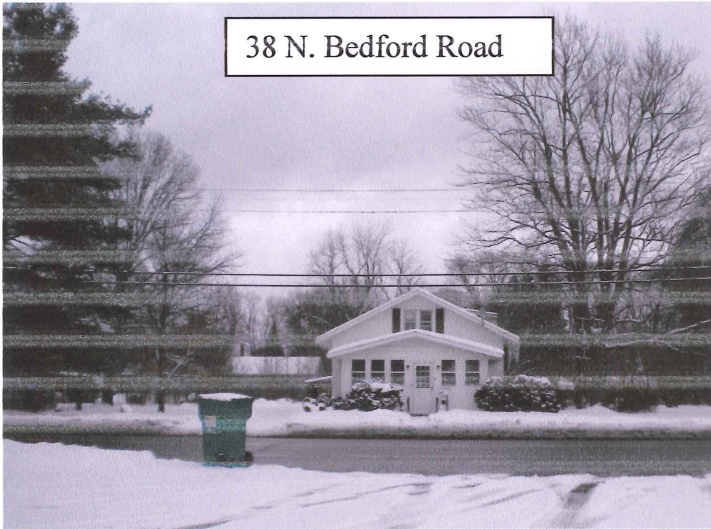
The subject properties are located northeast of the intersection of W. Michigan Avenue and Bedford Road, south of E. Willard Avenue, as indicated on the following vicinity map.



Subject Properties:

The current zoning of both properties is R-1B "Single Family Residential". The total land area for both properties is 1.36 acres, with 265.25' frontage along N. Bedford Road. Each property contains a single family residential structure in accordance with the zoning district in which they are located. Both properties are privately owned by separate owners and are currently occupied. The petitioner has a sales agreement for the purchase of both properties.

City assessing records indicate that 28 N. Bedford Road was constructed in 1945 and 38 N. Bedford Road was constructed in 1915. Neither property is located in a local historic district.



Surrounding Properties:

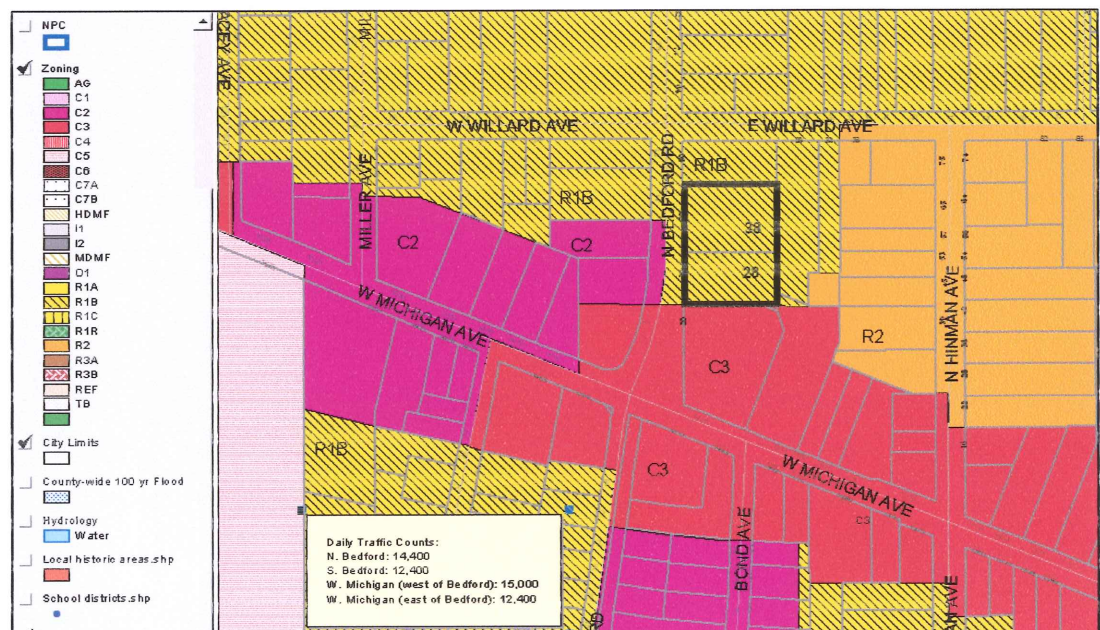
The land uses of surrounding properties are consistent with the zoning districts shown on the following map, and include:

North – Single
Family Residential;

South – Commercial
(Rite Aid Pharmacy);

East – Single/Two
Family Residential;

West – Religious
(Fundamental Baptist
Church)



The W. Michigan / Bedford Road corridor is commercial in nature; the east and south approach of the intersection has a functional classification of urban principal arterial; the north and west approach is classified as urban minor arterial.

**Facing south toward
W. Michigan/
N. Bedford Road intersection**



**West side of N. Bedford Road,
South of W. Willard Avenue**



N. Bedford Road, facing north



Proposed Scope of Project

The petitioner is seeking approval of a zoning reclassification to C-2 General Commercial district in order to construct a Laundromat. With the application they have submitted a simple site plan, floor plan, and photographs of their other projects, one in Kalamazoo and the other in Battle Creek. Please note, that pending approval of the zoning reclassification, the petitioner will be required to submit a full set of site and building plans for administrative review and approval.

However, even though the petitioner has submitted this information, the request for a rezoning solely deals with the zoning of the property and subsequently the uses that would be permitted on the property. The planning enabling legislation does not allow for conditions to be placed on an approval, and therefore, any discussions relative to the proposed use as a Laundromat, as well as site plans, floor plans, building appearances, etc. are not relevant and should not be considered as a basis for a decision. When considering a zoning reclassification request, best practice should be to plan for the most intensive land use allowed within the proposed zoning district because if approved, any permitted use in the zoning district would be allowed at this location.

Applicable Zoning Ordinance Provision

The City of Battle Creek zoning ordinance was crafted using a pyramidal structure, where specific uses permitted in a less intensive zoning district may also be permitted in a more intensive zoning district. For example, C-1 Neighborhood Commercial district has a list of permitted uses, but also provides that any use within the O-1 Office district is permitted. C-2 General Commercial permits all uses in the C-1 Neighborhood Commercial district, and also subsequently those permitted in O-1 Office district. Therefore, when considering the zoning reclassification petition, please be advised that any of the following permitted uses will be allowed at these locations:

C-2 General Business District

1262.03 PERMITTED USES.

In a C-2 General Business District, a building or premises shall be used only for the following purposes:

- (a) Any use permitted in the C-1 Neighborhood Commercial District;
- (b) Restaurants and eating establishments, including drive-ins;
- (c) Dyeing and cleaning works, provided that the cleaning fluid used has a base which is of a non-explosive material;
- (d) Hotels and motels;
- (e) Laundries;
- (f) Printing shops;
- (g) Recreation and amusement activities when enclosed within a building;
- (h) Theaters;
- (i) Radio broadcasting and telecasting stations, studios, offices and telecommunications exchange buildings;
- (j) Veterinary or animal hospitals, provided that no such building, kennel or exercise runway is closer than 100 feet to any residence or Residential District;
- (k) Accessory buildings and uses which are customarily incidental to the uses set forth in this section; and
- (l) Boarding houses for more than ten individuals.

**C-1 Neighborhood Commercial
1260.03 PERMITTED USES.**

In a C -1 Neighborhood Commercial District, a building or premises shall be used only for the following purposes:

- (a) Any use permitted in the O-1 Office District;
- (b) Bakeries, provided that the production of baked goods is limited in quantity to that sold at retail on the premises;
- (c) Banks, including drive-ins;
- (d) Catering businesses, including the serving of meals for private clients and the teaching of cooking classes on the premises;
- (e) Filling stations;
- (f) Hospitals and clinics for animals, but not kennels;
- (g) Laundromats;
- (h) Offices;
- (i) Painting and decorating shops;
- (j) Restaurants, except drive-in or fast food restaurants;
- (k) Stores or shops for the conduct of retail business;
- (l) Stores for the collection and distribution of laundry and dry cleaning, but not for the treatment, cleaning or processing of such articles;
- (m) Service establishments, such as radio or shoe repair shops; and
- (n) Accessory buildings and uses customarily incidental to the set forth in this section.

**O-1 Office District
1258.04 PERMITTED USES.**

In an O-1 Office District, a building or premises shall be used only for the following purposes:

- (a) General and professional offices, including medical offices, attorneys' offices, engineers' offices, insurance agencies, architects' offices and similar office uses;
- (b) Medical and dental clinics or laboratories;
- (c) Art studios and galleries, music studios operated in conformance with the noise control ordinance, being Section 652.07, photographic studios and galleries, and interior design or decorating studios;
- (d) Libraries, museums and similar institutions of a noncommercial nature;
- (e) Business offices, including show or display rooms for products or merchandise, but excluding the sale of such merchandise from the premises;
- (f) Funeral homes;
- (g) Business schools and colleges;
- (h) Nonprofit, noncommercial, quasipublic and public uses;
- (i) Retail florist or flower shops;
- (j) Stores for the collection and distribution of laundry and dry cleaning, but not for the treatment, cleaning or processing of such articles on-site;
- (k) Tourist homes or bed and breakfast houses, but only when off-street parking is provided upon the lot or adjoining property, which space is adequate to accommodate one car for each room available for tourists; and
- (l) Accessory buildings and uses customarily incidental to the uses set forth in this section.

Master Plan

The Planning Enabling Act of 2008 requires a master plan be prepared and adopted that will “guide and accomplish development that is coordinated, adjusted, harmonious, efficient, and economical; that considers the character of the planning jurisdiction and its suitability for particular uses, judged in terms of such factors as trends in land and population development; and will, in accordance with present and future needs, best promote public health, safety, morals, order, convenience, prosperity, and general welfare.”

The master plan focuses on desired land use patterns for typically a twenty year time frame, and the enabling legislation and case law require that zoning be based upon this master plan. To this end, the City of Battle Creek, in its Comprehensive Plan that was adopted in 1997, lists the following as one of the “Goals, Objectives, and Policies”:

“The Planning Commission will not propose any rezoning or support the issuance of any special use permit or PURD that is not consistent with this adopted Comprehensive Plan. If review of the proposal justifies a change to this Plan, then the Planning Commission will first process a change to this Plan before taking final action on the zoning request.”

The Future Land Use map, page 5-8 in the Comprehensive Plan, designates this intersection and surrounding properties as “Office/Commercial”. Additionally, the Comprehensive Plan lists as a policy on page 4-9, *“The Planning Commission will review zoning of land for commercial use and where necessary, propose zoning changes to the City Commission to ensure an adequate supply of well located, properly zoned parcels of different sizes, with adequate public services to meet a wide range of commercial and office needs. The Planning Commission shall keep commercial land uses within areas currently used for commercial purposes or planned for future commercial use providing all required public services are available.”*

Public Hearing and Notice Requirements

As required by the Zoning Enabling Act of 2006, as amended, a public hearing notice listing the date, time, and subject of a public hearing shall be advertised no less than fifteen days prior to the hearing, and also mailed to all property owners and occupants of parcels within 300 feet of the subject parcel. Therefore, an advertisement of this public hearing was published in the Battle Creek SHOPPER NEWS on Thursday, February 4, 2010, and notices of the public hearing were also sent by regular mail on February 1, 2010 to thirty one (31) property owners and occupants of properties located within 300 feet of the subject parcel.

Neighborhood Outreach

We have received one phone call relative to this request from Kim Rudd, property owner of 50 N. Bedford Road. Her property is located on the northwest corner of N. Bedford and W. Willard Avenue, and she has concerns of commercial businesses encroaching north into the residential neighborhood.

The petitioner did attend the February 8, 2010 meeting of the Neighborhood Planning Council #5 to discuss their request. The NPC approved the request to rezone the properties from R-1B Single Family Residential to C-2 General Commercial with the condition that the petitioners inquire as to the availability of any outlots located at the Family Fare that has been approved at the southeast quadrant of W. Michigan and S. Bedford Road. The petitioners did contact the developer, as well as property

owners of other available locations in this general vicinity, and found that there were none that met their needs. Documentation to this effect is included with their application.

Analysis and Recommendation

As outlined above, the request for a rezoning solely deals with the zoning and subsequently the uses that would be allowable on a property, and not the actual development proposal. Consideration should be given to the surrounding zoning and land uses, existing infrastructure, and most importantly consistency with the Comprehensive Plan.

Therefore, planning staff recommends that the Planning Commission recommend approval to the City Commission the Zoning Reclassification Petition Z-01-10, a zoning reclassification from "R-1B Single Family Residential" to "C-2 General Business District", based on the following findings:

- As outlined above, the Future Land Use map of the 1997 Comprehensive Plan designates these properties as Office/Commercial. Additionally, per policy listed on page 4-9 of the Plan, the request will allow for a well located, properly zoned property of adequate size and adequate public services that will meet a wide range of commercial and office needs. Therefore, the request to rezone this property to C-2 General Business District is consistent with the 1997 Comprehensive Plan.
- The location of the properties, along Bedford Road directly north of W. Michigan Avenue, and existing densely grouped, highly trafficked commercial nature of this corridor make the zoning reclassification request consistent with the "Purpose" of the C-2 General Commercial District: 1262.02 PURPOSE. The C-2 General Business District is established to accommodate those retail and business service activities that serve the whole community and the metropolitan region. Such activities require land and structure uses that are typically compact and densely grouped, generating a large volume of pedestrian and vehicular traffic. It is the purpose of these regulations to permit the establishment of a wide variety of business enterprises and to provide flexibility for adaptation to new merchandising techniques.
- The parcels are contiguous to commercial zoning districts and existing land uses to the south and the west, and therefore, the rezoning of this property to C-2 General Business district will not create an instance of spot zoning.
- Both W. Michigan and Bedford Roads are State highways that are able to accommodate high levels of traffic. Additionally, the existing infrastructure, including the size and availability of public water and sanitary sewer support a higher intensity land use that would be allowed with the zoning reclassification.

Attachments

The following information is attached and made part of this Staff report.

1. Zoning Reclassification Application Form and Supplemental Information (Petition #Z-01-10)

PETITION FOR A ZONING RECLASSIFICATION



City of Battle Creek, Michigan Department of Planning and Community Development

Petition No. Z-01-10

Please read instructions on reverse before completing this form. If additional space is required, attach separate sheet.

The City Commission of the City
of Battle Creek, Michigan

Honorable Mayor and City Commissioners:

I / We, the undersigned owner(s) of the property described below, do hereby petition for a zoning reclassification of this property from a R1B Residential District to a C-2 COMMERCIAL District.

Legal Description of Property:

28 North Bedford Rd Battle Creek MI 49637
Parcel # 8610-00-031-0 / URBANDALE ADD W 217.5 FT OF
LOT 19 S 49.79 FT OF LOT 18
38 North Bedford Rd Battle Creek MI 49637 Parcel # 8610-00-028-0
URBANDALE ADD LOT 17 N 49.79 FT OF LOT 18

Present Use of Property:

PRINCIPAL RESIDENCE / PRINCIPAL RESIDENCE

Proposed Use of Property:

LAUNDROMAT

Reasons why petitioner feels that a zoning reclassification should be granted:

CONSISTENT WITH MASTERPLAN
SUBJECT PROPERTY IS ADJACENT TO COMMERCIAL C-3 ZONE
NEW BUSINESS / WOULD CREATE NEW JOBS MORE TAX DOLLARS / MINIMAL IMPACT
Property Owner(s) ☒ or Agent ☐ (Check one) ON NEIGHBORHOOD

Roberts Properties, LLC

Name 834 Golden Ave B.C. MI 49614

Address CELL: 209-8378 FAX
(269) 962-9235 (269) 962-4727

Telephone FAX
Curtis Roberts / Craig Roberts

Signature

x Curtis Roberts

Name

Address

Telephone

FAX

Signature

FOR OFFICE USE ONLY

Date Petition Received: 1-28-10

Petition Fee Received: \$600.00

Received By: Lena Parish

Planning Commission Recommendation

Approve ☐ Deny ☐ Date ☐

City Commission Action

Approve ☐ Deny ☐ Date ☐

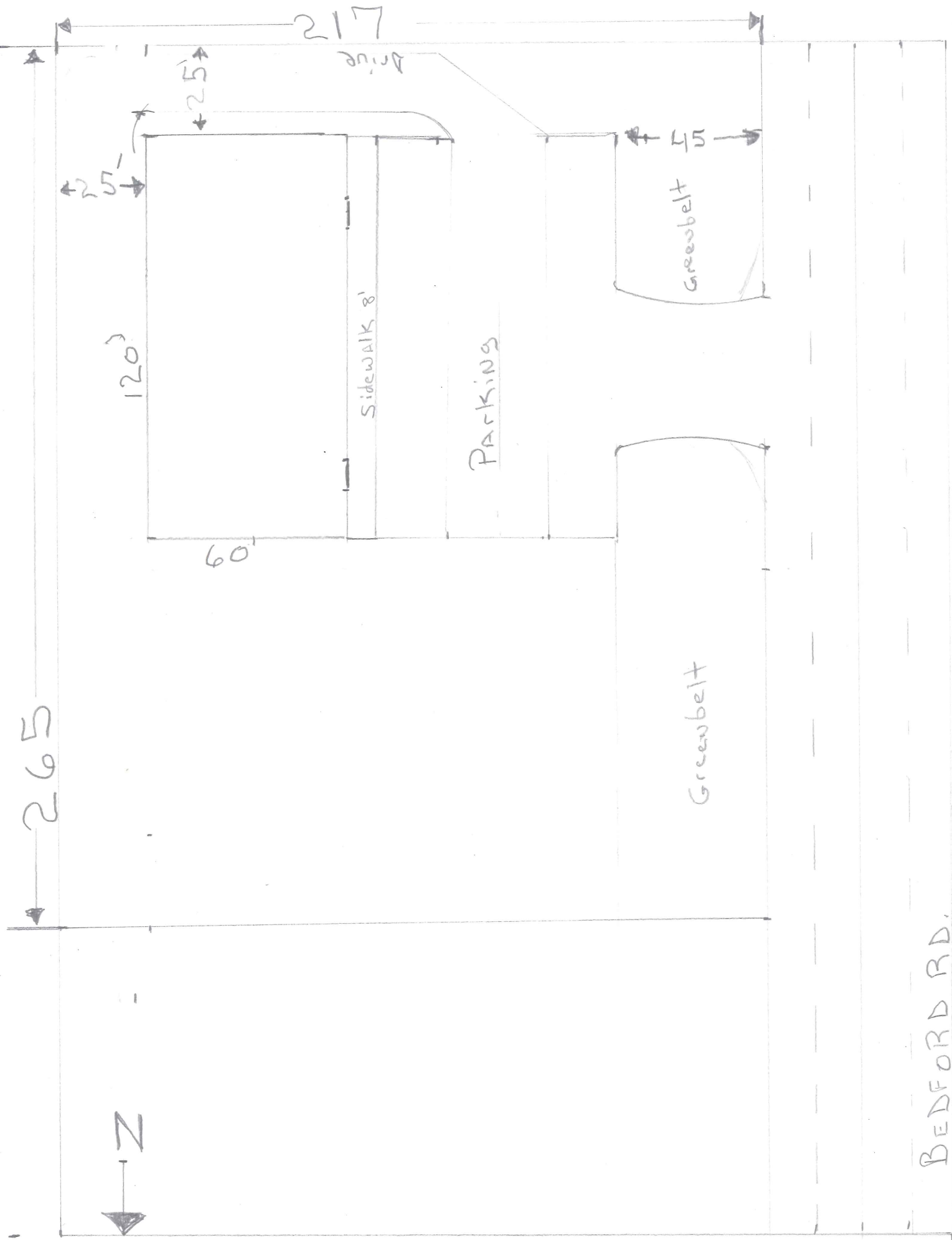
Resolution No. ☐



Please allow me to introduce ourselves. We are Curtis and Craig Roberts the owners of Finish Line Laundry located at 2415 Gull Road in Kalamazoo (Top photo) and 955 East Columbia in Battle Creek (Bottom photo). We are proposing a new Laundromat in your neighborhood, creating new jobs. We are planning to build just north of the Rite Aid on North Bedford Rd, Lots 28 and 38. We would greatly appreciate your support. If you have any comments or questions, please call 962-9235.

Thank you,

Curtis and Craig



BEDFORD RD.
1" = 36'

EXAMPLE

[illegible]

8 - 75'	Gray Cable Yellow Boots
3 - 50'	Gray Cable Green Boots
2 - 25'	Black Cable Black Boots
50 - 14'	Gray Cable Black Boots
17 - 10'	Gray Cable White Boots

EXAMPLE

Sales Agreement

PARTIES: Joseph Panczyk and Lynda S. Knowles-Panczyk, husband and wife, whose address is 28 North Bedford Rd., Battle Creek, MI 49037, hereinafter called "Seller", hereby agrees to sell to **Roberts Properties, LLC**, whose address is 834 Golden Ave., Battle Creek, MI 49015, hereinafter called "Buyer", who hereby agrees to buy and pay for, on the terms and conditions hereinafter stated, the real property situated in the City of Battle Creek, County of Calhoun, Michigan, described as:

West 217.50 feet of Lot 19 and the South 49.79 feet of Lot 18 of URBANDALE,
according to the Plat thereof recorded in Liber 3 of Plats, Page 25, in the Office of
the Register of Deeds for Calhoun County, Michigan.
City of Battle Creek, Michigan

Parcel #8610-00-031-0

Commonly known as 28 North Bedford Rd., Battle Creek, MI 49037

subject to, and together with restrictions, covenants of record, zoning limitations and apparent or beneficial easements affecting said property.

PRICE: The purchase price is [REDACTED].
Buyer agrees to deposit [REDACTED] with Seller until final closing pursuant to this agreement.

TITLE: A commitment for an owner's policy of title insurance in an amount of not less than the purchase price issued on a date subsequent to the acceptance of this contract shall be furnished. Buyer shall have twenty (20) days after receipt of the title insurance commitment to accept or reject the state of title, in Buyer's sole discretion. If the closing of the sale shall be delayed by defects in title by which it is unmarketable, but which can be readily corrected, a further period of thirty (30) days from the original date for closing of sale shall be allowed. Buyer shall pay the cost of the title insurance at closing.

SURVEY: Buyer may have the Premises surveyed. If so, this contract of sale is contingent upon a positive survey showing that all of the improvements are, in fact, located upon the property to be sold. If the survey is not satisfactory to Buyer, then Buyer shall notify Seller of that fact, this agreement shall terminate, and Buyer's deposit shall be forthwith returned.

TAXES: Taxes due and payable in years prior to the date of closing shall be paid by Seller. Taxes for the year of closing shall be pro-rated between the parties, based upon the last known amounts. The Seller shall be charged and the Buyer credited with taxes on a per diem basis from the first of the calendar year to the date of closing. Buyer shall be responsible for the next taxes due. Seller makes no representation or warranty concerning the amount of taxes which shall be assessed against the property subsequent to the date of closing.

ASSESSMENTS: Any special assessment(s) against the property is(are) to be assumed by Buyer with the current yearly payments to be pro-rated to the date of closing on the calendar year basis.

CLOSING: This sale shall be closed on or before ten (10) days following the successful completion of the contingencies stated below.

POSSESSION: Possession of said real estate is to be given to Buyer one hundred twenty (120) days after closing. Sellers will be responsible for all utilities until possession is given to Buyer.

CONTINGENCIES:

(1) This agreement is expressly contingent upon the Buyer's ability, exercising Buyer's best efforts, to acquire a conventional mortgage prior to closing. This contract shall terminate if Buyer cannot obtain said loan and Buyer's deposit shall be returned.

(2) This agreement is contingent on the Buyer obtaining a zoning use change or variance from the City of Battle Creek to permit a change from the current zoning to permit the buyer to construct and operate a laundromat on the premises. The Buyer shall apply for the change or variance within 5 days after the effective date of this agreement and pursue the change and/or variance in good faith and with diligence at its sole expense. The Seller shall cooperate fully in the completion and processing of the zoning application and, if the Buyer requests, shall appear at the hearing to support the change and/or variance. If the change and/or variance is not granted pursuant to the Buyer's application, this agreement shall terminate on a vote denying the request. If the variance is not approved by June 1, 2010, either party may terminate this agreement by giving written notice to the other.

ENVIRONMENTAL REPORTS AND ASSESSMENTS:

(1) Seller shall provide to Buyer a completed Environmental Questionnaire involving the Premises with seven (7) calendar days after the Effective Date of this Agreement, the form of which is attached.

(2) If an Environmental Questionnaire of the Premises reveals recognized environmental conditions, then Buyer shall have the right to:

- (a) terminate this Agreement within seven (7) calendar days after receipt of the Environmental Questionnaire, or
- (b) provide Seller with the Environmental Addendum to Buy and Sell Agreement (Seller's refusal to execute the Environmental Addendum within seven (7) days shall, at Buyer's option, terminate this Agreement); or

(c) proceed with the purchase.

NON-PERFORMANCE: If satisfactory title cannot be furnished, in Buyer's sole discretion, this agreement shall terminate, and neither party shall have any obligation to the other party except that Seller shall return to Buyer all monies received as a deposit to apply on the purchase price. In the event of default by Buyer, the deposit shall be forfeited to Seller.

REPRESENTATIONS: Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the premises or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller. Accordingly, Buyer agrees to accept the premises "as is" and "with all faults," except as otherwise expressly provided in the documents specified in the preceding sentence.

CONDITION AT CLOSING: Seller agrees to keep the premises in as good repair as existing as of the date of this Sales Agreement until possession is turned over to Buyer.

DISCLOSURE STATEMENT: The parties acknowledge that the Seller has provided a Seller's Disclosure Statement to the Buyer prior to the execution of this agreement, a copy of which is attached hereto, and that the Seller has complied with the Sellers Disclosure Act of Michigan, MCL 565.954.

BUILDING BUILT PRIOR TO 1978: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD BASED PAINT/HAZARD INSPECTION OR RISK ASSESSMENT: If Buyer elects to inspect the property for lead based paint and/or lead based paint hazards, or to have a risk assessment completed, closing is expressly conditioned upon Buyer obtaining, at Buyer's expense, a written report by a qualified expert of Buyer's choosing within ten (10) days of the date this Agreement is signed by Buyer. Buyer shall be solely responsible for arranging for and scheduling the inspection and/or assessment. If Buyer fails to have the inspection or risk assessment completed by the final inspection/assessment date or if Buyer fails to deliver written notice to Seller setting forth those items contained in the inspection report and/or risk assessment to which Buyer objects not later than three (3) days after the final inspection/assessment date, Buyer will be deemed to have accepted the property in its current condition and this contingency shall be deemed satisfied. If Buyer delivers a written notice to Seller not later than three (3) days after the final inspection/assessment date setting forth the items in the inspection report/risk assessment to which

Buyer objects, and the parties do not agree to a mutually satisfactory remedy of such items within five (5) days after the final inspection/assessment date, Buyer has the right to terminate this contract and receive return of Buyer's deposit or close this transaction and accept the property in its current condition.


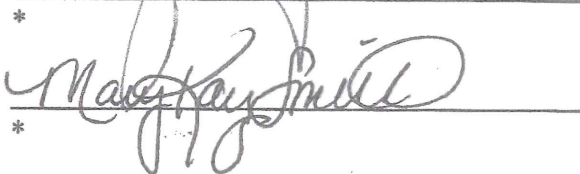
LEAD-BASED PAINT DISCLOSURE STATEMENT: The parties acknowledge that the Seller has provided a Lead-Based Paint Disclosure Statement to the Buyer prior to the execution of this agreement, a copy of which is attached hereto, and that the Seller has complied with the Residential Lead-Based Paint Hazard Reduction Act and the disclosure requirements implemented by the U.S. Department of Housing and Urban Development and the Environmental Protection Agency.

TRANSFER TAXES: Buyer agrees to pay the county and state real estate transfer taxes at closing.

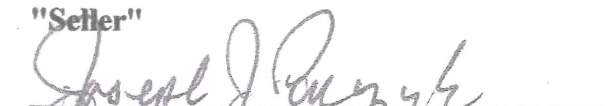
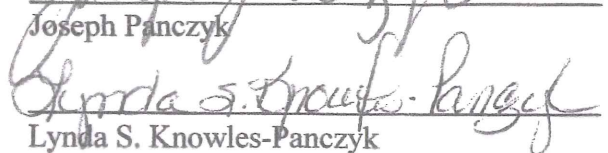
NOTE: If more than one appears as Seller or Buyer, or if either be of the feminine sex, or a corporation, then the pronouns and relative words used herein shall be read as written in the plural, feminine or neuter respectively and this agreement shall bind and inure to the benefit of the heirs, personal representatives, assigns and successors of the respective parties.

Entered into and delivered in Calhoun County, Michigan, the 26 day of JANUARY, 2010.

Witnessed by:

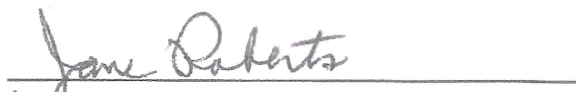
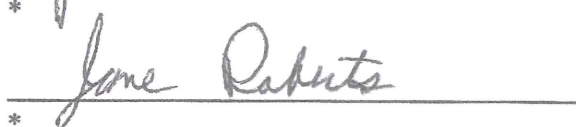

*

*

"Seller"


Joseph Panczyk

Lynda S. Knowles-Panczyk


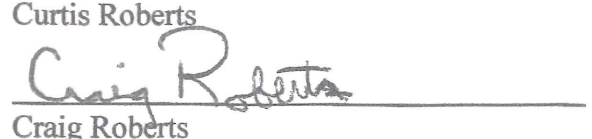
The Buyer acknowledges that Buyer is in receipt of all the required information regarding lead-based paint and/or lead-based paint hazards and has received the opportunity to conduct a risk assessment or inspection or Buyer waives the opportunity to conduct a risk assessment or inspection.

Witnessed by:


*

*

"Buyer"

ROBERTS PROPERTIES, LLC


Curtis Roberts

Craig Roberts

Prepared by:

James D. Norlander (P23527), Mumford, Schubel, Norlander, Macfarlane & Barnett, PLLC, 68 E. Michigan Avenue, Battle Creek, MI 49017-4010
(269) 968-6146 /kms

Sales Agreement

PARTIES: Darrold M. Lewis, a single man, whose address is 38 North Bedford Rd., Battle Creek, MI 49037, hereinafter called "Seller", hereby agrees to sell to **Roberts Properties, LLC**, whose address is 834 Golden Ave., Battle Creek, MI 49015, hereinafter called "Buyer", who hereby agrees to buy and pay for, on the terms and conditions hereinafter stated, the real property situated in the City of Battle Creek, County of Calhoun, Michigan, described as:

Lot 17 and the North 1/2 of Lot 18 of URBANDALE, according to the Plat thereof recorded in the Office of the Register of Deeds for Calhoun County, Michigan, in Liber 3 of Plats, on Page 25.

Parcel #8610-00-028-0

Commonly known as 38 North Bedford Rd., Battle Creek, MI 49037

subject to, and together with restrictions, covenants of record, zoning limitations and apparent or beneficial easements affecting said property.

PRICE: The purchase price is [REDACTED]. Buyer agrees to deposit [REDACTED] with Seller until final closing pursuant to this agreement.

TITLE: A commitment for an owner's policy of title insurance in an amount of not less than the purchase price issued on a date subsequent to the acceptance of this contract may be ordered and paid for by Buyer. Buyer shall have twenty (20) days after receipt of the title insurance commitment to accept or reject the state of title, in Buyer's sole discretion. If the closing of the sale shall be delayed by defects in title by which it is unmarketable, but which can be readily corrected, a further period of thirty (30) days from the original date for closing of sale shall be allowed. Buyer shall pay the cost of the title insurance.

SURVEY: Buyer may have the Premises surveyed. If so, this contract of sale is contingent upon a positive survey showing that all of the improvements are, in fact, located upon the property to be sold. If the survey is not satisfactory to Buyer, then Buyer shall notify Seller of that fact, this agreement shall terminate, and Buyer's deposit shall be forthwith returned.

TAXES: Taxes due and payable in years prior to the date of closing shall be paid by Seller. Taxes for the year of closing shall be pro-rated between the parties, based upon the last known amounts. The Seller shall be charged and the Buyer credited with taxes on a per diem basis from the first of the calendar year to the date of closing. Buyer shall be responsible for the next taxes due. Seller makes no representation or warranty concerning the amount of taxes which shall be assessed against the property subsequent to the date of closing.

ASSESSMENTS: Any special assessment(s) against the property is(are) to be assumed by Buyer with the current yearly payments to be pro-rated to the date of closing on the calendar year basis.

CLOSING: This sale shall be closed on or before ten (10) days following the successful completion of the contingencies stated below.

POSSESSION: Possession of said real estate is to be given to Buyer sixty (60) days after closing.

CONTINGENCIES:

(1) This agreement is expressly contingent upon the Buyer's ability, exercising Buyer's best efforts, to acquire a conventional mortgage prior to closing. This contract shall terminate if Buyer cannot obtain said loan and Buyer's deposit shall be returned.

(2) This agreement is contingent on the Buyer obtaining a zoning use change or variance from the City of Battle Creek to permit a change from the current zoning to permit the buyer to construct and operate a laundromat on the premises. The Buyer shall apply for the change or variance within 5 days after the effective date of this agreement and pursue the change and/or variance in good faith and with diligence at its sole expense. The Seller shall cooperate fully in the completion and processing of the zoning application and, if the Buyer requests, shall appear at the hearing to support the change and/or variance. If the change and/or variance is not granted pursuant to the Buyer's application, this agreement shall terminate on a vote denying the request. If the variance is not approved by June 1, 2010, either party may terminate this agreement by giving written notice to the other.

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- (a) terminate this Agreement within seven (7) calendar days after receipt of the Environmental Questionnaire, or
- (b) provide Seller with the Environmental Addendum to Buy and Sell Agreement (Seller's refusal to execute the Environmental Addendum within seven (7) days shall, at Buyer's option, terminate this Agreement); or
- (c) proceed with the purchase.

NON-PERFORMANCE: If satisfactory title cannot be furnished, in Buyer's sole discretion, this agreement shall terminate, and neither party shall have any obligation to the other

party except that Seller shall return to Buyer all monies received as a deposit to apply on the purchase price. In the event of default by Buyer, the deposit shall be forfeited to Seller.

REPRESENTATIONS: Buyer agrees that Buyer is not relying on any representation or statement made by Seller or any real estate salesperson (whether intentionally or negligently) regarding any aspect of the premises or this sale transaction, except as may be expressly set forth in this Agreement, a written amendment to this Agreement, or a disclosure statement separately signed by the Seller. Accordingly, Buyer agrees to accept the premises "as is" and "with all faults," except as otherwise expressly provided in the documents specified in the preceding sentence.

CONDITION AT CLOSING: Seller agrees to keep the premises in as good repair as existing as of the date of this Sales Agreement until possession is turned over to Buyer.

DISCLOSURE STATEMENT: The parties acknowledge that the Seller has provided a Seller's Disclosure Statement to the Buyer prior to the execution of this agreement, a copy of which is attached hereto, and that the Seller has complied with the Sellers Disclosure Act of Michigan, MCL 565.954.

BUILDING BUILT PRIOR TO 1978: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

LEAD BASED PAINT/HAZARD INSPECTION OR RISK ASSESSMENT: If Buyer elects to inspect the property for lead based paint and/or lead based paint hazards, or to have a risk assessment completed, closing is expressly conditioned upon Buyer obtaining, at Buyer's expense, a written report by a qualified expert of Buyer's choosing within ten (10) days of the date this Agreement is signed by Buyer. Buyer shall be solely responsible for arranging for and scheduling the inspection and/or assessment. If Buyer fails to have the inspection or risk assessment completed by the final inspection/assessment date or if Buyer fails to deliver written notice to Seller setting forth those items contained in the inspection report and/or risk assessment to which Buyer objects not later than three (3) days after the final inspection/assessment date, Buyer will be deemed to have accepted the property in its current condition and this contingency shall be deemed satisfied. If Buyer delivers a written notice to Seller not later than three (3) days after the final inspection/assessment date setting forth the items in the inspection report/risk assessment to which Buyer objects, and the parties do not agree to a mutually satisfactory remedy of such items within five (5) days after the final inspection/assessment date, Buyer has the right to terminate this contract and receive return of Buyer's deposit or close this transaction and accept the property in its current condition.

LEAD-BASED PAINT DISCLOSURE STATEMENT: The parties acknowledge that the Seller has provided a Lead-Based Paint Disclosure Statement to the Buyer prior to the execution of this agreement, a copy of which is attached hereto, and that the Seller has complied with the Residential Lead-Based Paint Hazard Reduction Act and the disclosure requirements implemented by the U.S. Department of Housing and Urban Development and the Environmental Protection Agency.

TRANSFER TAXES: Buyer agrees to pay the county and state real estate transfer taxes at closing.

NOTE: If more than one appears as Seller or Buyer, or if either be of the feminine sex, or a corporation, then the pronouns and relative words used herein shall be read as written in the plural, feminine or neuter respectively and this agreement shall bind and inure to the benefit of the heirs, personal representatives, assigns and successors of the respective parties.

Entered into and delivered in Calhoun County, Michigan, the 27th day of JANUARY, 2010.

Witnessed by:

June M Roberts
*

"Seller"

Darold M. Lewis
Darold M. Lewis

*

The Buyer acknowledges that Buyer is in receipt of all the required information regarding lead-based paint and/or lead-based paint hazards and has received the opportunity to conduct a risk assessment or inspection or Buyer waives the opportunity to conduct a risk assessment or inspection.

Witnessed by:

June M Roberts
*

June M Roberts
*

"Buyer"

ROBERTS PROPERTIES, LLC

Curtis Roberts
Curtis Roberts

Craig Roberts
Craig Roberts

Prepared by:
James D. Norlander (P23527)
Mumford, Schubel, Norlander, Macfarlane & Barnett, PLLC
68 E. Michigan Avenue
Battle Creek, MI 49017-4010
(269) 968-6146
/kms

Properties Considered for our new Laundry

Bond Avenue project proposed out lot #2. Price quote of \$450,000.00 far exceeds budget for this project.

Larmours 1478 /1466 W. Michigan Avenue. Price quote of \$500,000.00 far exceeds budget for this project.

Vacant lot between Urbandale plaza 1525 and 1491 W. Michigan Avenue. Price quote over \$1,000,000.00 far exceeds budget for this project.

Urbandale Plaza 1525 W. Michigan avenue cost of lease is reasonable; however the cost to reconstruct an area of the plaza to fit the needs of a laundry service would not be cost effective for the owner of the plaza. Also parking is a huge problem because the main drive runs directly in front of the building. Customers would have to carry laundry across driveway making for a very hazardous condition.

Abandon Marathon Gas Station 1520 W. Michigan avenue
The lot is too small and ground is contaminated.

Murfs 1650 W. Michigan avenue
Setback for Consumers Energy power lines would not allow enough space to build our facility.



Robert Whitfield
<rwhituscare@sbcglobal.net>

02/12/2010 10:25
AM

To "LAParrish@ci.battle-creek.mi.us"
<LAParrish@ci.battle-creek.mi.us>

cc

Subject Fw: Motion at the NPC meeting.

If more information is needed give me a call or you may contact Mr. Whitfield

--- On Thu, 2/11/10, Novabecca32@aol.com <Novabecca32@aol.com> wrote:

From: Novabecca32@aol.com <Novabecca32@aol.com>

Subject: Motion at the NPC meeting.

To: rwhituscare@sbcglobal.net

Cc: Novabecca32@aol.com

Date: Thursday, February 11, 2010, 9:37 PM

To whom it may concern,

At the NPC meeting on Monday Feb 8, 2010, Robert Curtis spoke to our group about bringing a launch minutes, at which time, a motion was made by Carl Brockman to approve the project if Mr. Curtis was seeking a yes or no answer as to availability of any outlots after the completion of the Family Fare. This was a voice vote of the membership.

Respectfully,

Rebecca Runyon; secretary of NPC # 5